

NEW LANGUAGE:

As stated in the Recitals and elsewhere in this Agreement, the overarching purpose of this Agreement is to bring final resolution to disputed claims, contentions and allegations. The Settling Parties understand that these disputes could have been decided in a court of law, but have of their own free will and desire determined that each would like to bring the dispute to an end. The Releasing Party acknowledges and agrees that, but for his or her promises in this Paragraph, the Released Parties would not have settled the Litigation. Accordingly, it is understood and agreed by the Settling Parties that in exchange for the payment of Five Hundred Dollars (\$500.00) of the Settlement Sum by the Released Parties, the Releasing Party, and that party's agents, representatives and attorneys, shall strictly refrain from and avoid any attempt to defame and/or disparage the Released Parties, including each of the Released Parties' employees or agents, regarding any matter related to, or arising from, the Litigation or the Occurrence; and strictly limit their public comments, including discussing, supplying, or posting, any verbal, written or electronic expression or communication, or any deed or act of communication, or any opinions, materials, comments, documents, to the facts alleged in the pleadings and motions filed with the court.

OLD LANGUAGE

It is understood and agreed by the Settling Parties that in exchange for the payment of the Settlement Sum by the Released Parties, the Releasing Party and that party's agents, representatives and attorneys shall strictly refrain from and avoid any attempt at defaming and/or disparaging the Released Parties, including each of the Released Parties' employees or agents regarding any matter related to, or arising from the Litigation or the Occurrence. Further, in exchange for the payment of the Settlement Sum by the Released Parties and because the allegations of the Occurrence and Litigation are disputed, the Settling Parties agree that the Releasing Party and his or her agents, representatives and attorneys, shall limit their public comments regarding the Litigation and the Occurrence to the fact that a satisfactory settlement occurred involving the Parties. It is understood and agreed by the Settling Parties that this limitation on public statements shall include a prohibition against discussing any opinions, facts or allegations in any way connected to the Litigation or the Occurrence, or substance of any prior settlement offers or discussions with the news media, except that the Releasing Party's counsel may indicate that the Litigation has been settled to avoid the cost, time, expense and uncertainties of protracted litigation.